



LEROY D. BACA, SHERIFF

County of Los Angeles
Sheriff's Department Headquarters
4700 Ramona Boulevard
Monterey Park, California 91754-2169

A Tradition of Service



October 08, 2013

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

69 October 8, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**ACCEPT A GRANT AWARD FROM THE CALIFORNIA DEPARTMENT OF PARKS AND
RECREATION FOR THE OFF-HIGHWAY MOTOR VEHICLE RECREATION PROGRAM
(FIFTH DISTRICT) (3 VOTES)**

SUBJECT

Request Board approval authorizing the Sheriff of Los Angeles County (County) to accept a grant award in the amount of \$129,779 from the California Department of Parks and Recreation (CDPR) for the 2012-13 Off-Highway Motor Vehicle Recreation (OHMVR) grant program.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and authorize the Sheriff, as an agent for the County, to execute the attached Project Agreement Numbers G12-03-10-L01 and G-12-03-10-L02 (Project Agreements) with CDPR, accepting a grant in the amount of \$129,779 (\$81,300 for Santa Clarita Valley Sheriff's Station [SCV] and \$48,479 for Palmdale Sheriff's Station [PLM]) for the OHMVR program for the grant period from September 1, 2013, to August 31, 2014. The required match of \$43,260 will be funded by the Los Angeles County Sheriff's Department (Department) North Patrol Division's Budget.
2. Delegate authority to the Sheriff or his designee to execute and submit all required grant documents, including but not limited to, applications, agreements, Memoranda of Understanding, amendments, modifications, augmentations, extensions, payment requests, and grant renewals that may be necessary for completion of this project.
3. Delegate authority to the Sheriff, as an agent for the County, to apply and submit a grant application to CDPR for the OHMVR grant program, when and if, such future funding becomes available.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The primary objective of the CDPR 2012-13 OHMVR grant program is to provide funding to selected law enforcement agencies in order to protect natural resources and enforce laws that regulate the use of off-highway motor vehicles and associated equipment. In meeting this objective, the Department will use the grant funds to implement off-highway vehicle enforcement projects administered by SCV and PLM.

The goal of the Department's Off-Highway Vehicle (OHV) project is to reduce incidences of OHV-related offenses and code violations throughout the jurisdiction of SCV and PLM, as well as the Lancaster and Crescenta Valley areas.

In order to successfully reduce the types of offenses and violations identified above, the Department will utilize the grant funds specifically to retain sergeant and deputy personnel on an overtime basis. These sergeants and deputies will be responsible for identifying/targeting areas where violations are highly prevalent and for conducting coordinated enforcement efforts throughout the identified regions. In addition to the Department's active involvement in the project, the Department will also collaborate with the United States Forest Service to ensure that efficient and productive enforcement of the problem areas exists during peak times such as weekends and holidays.

Funds in the amount of \$48,479 will be used by PLM for Salaries and Employee Benefits (overtime only). Funds in the amount of \$81,300 will be used by SCV as follows: \$69,300 for Salaries and Employee Benefits (overtime only), \$4,000 for Services and Supplies (uniform safety equipment), and \$8,000 for Fixed Assets (motorcycle).

Implementation of Strategic Plan Goals

This program is consistent with the County's Strategic Plan, Goal 3, Integrated Services Delivery, by maximizing opportunities to measurably improve client and community outcomes and leveraging resources through the continuous integration of health, community, and public safety services, which the Department can effectively and strategically approach eliminating the crime and nuisance issues associated with off-highway motor vehicle enforcement operations.

FISCAL IMPACT/FINANCING

This is the 10th year of funding for this program. The in-kind match requirement will be funded by the Department's North Patrol Division's Budget. This funding will be included in the Department's Fiscal Year 2013-14 Supplemental Budget Request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

A resolution required by the CDPR, as part of the application process was previously adopted by the Board on April 16, 2013, authorized the Department to submit the application. The Project Agreements are for a 12-month period from September 1, 2013, to August 31, 2014.

Pursuant to the Project Agreements, the County waives all claims and recourses against the State, including the right to contribution for loss or damage to persons or property arising from, growing out of, or in any way connected with or incident to the Project Agreements, except claims arising from

The Honorable Board of Supervisors

10/8/2013

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the concurrent or sole negligence of the State, its officers, agents, and employees.

This Board letter has been reviewed by County Counsel.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The Board letter was forwarded to the District Attorney's Office, the Public Defender's Office, and the Alternate Public Defender's Office for review. The District Attorney's Office and Alternate Public Defender's Office have both determined that this program will not have a significant impact upon their respective departments, while the Public Defender's Office has advised that the impact on their department will be minimal.

CONCLUSION

Upon Board approval, please provide two individually adopted copies of this action to the Department's Grants Unit.

Sincerely,

A handwritten signature in blue ink, appearing to read "Leroy D. Baca".

LEROY D. BACA

Sheriff

LDB:AF:af

Enclosures

Los Angeles County Chief Executive Office
Grant Management Statement for Grants Exceeding \$100,000

Department: LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Grant Project Title and Description: 2012-2013 Off Highway Motor Vehicle Recreation Grant Program

The goal of the Off-Highway Motor Vehicle Recreation Grant Program, which is implemented by the Los Angeles County Sheriff's Department's Santa Clarita Valley Station and Palmdale Station, is to reduce incidences of OHV-related offenses and code violations throughout the jurisdiction of Santa Clarita Valley and Palmdale Stations, as well as the Lancaster and Crescenta Valley areas.

Funding Agency

California Department of Parks
and Recreation (CDPR)

Program (Fed. Grant # /State Bill or Code #)

G12-03-10-L01 SCV and
G12-03-10-L02 PLM

Grant Acceptance Deadline

October 1, 2013

Total Amount of Grant Funding: \$129,779

County Match: \$43,260

Grant Period: 12-Months

Begin Date: September 1, 2013

End Date: August 31, 2014

Number of Personnel Hired Under This Grant: 0

Full Time: N/A **Part Time:** N/A

Obligations Imposed on the County When the Grant Expires

Will all personnel hired for this program be informed this is a grant-funded program?

Yes ___ No N/A

Will all personnel hired for this program be placed on temporary ("N") items?

Yes ___ No N/A

Is the County obligated to continue this program after the grant expires?

Yes ___ No X

If the County is not obligated to continue this program after the grant expires, the Department will:

a). Absorb the program cost without reducing other services

Yes ___ No X

b). Identify other revenue sources

Yes X No ___

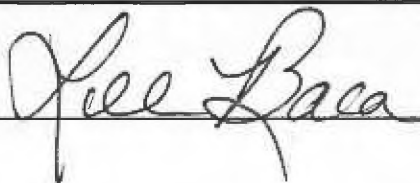
(Describe) search for other potential grant funding

c). Eliminate or reduce, as appropriate, positions/program costs funded by the grant. Yes X No ___

Impact of additional personnel on existing space: No impact on existing space.

Other requirements not mentioned above: None

Department Head Signature



Date

9/13/13

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G12-03-10-L01 PROJECT TYPE: Law Enforcement

GRANTEE: Los Angeles County Sheriff's Department

PROJECT TITLE: Law Enforcement - Santa Clarita

PROJECT PERFORMANCE PERIOD: FROM 09/01/2013 THROUGH 08/31/2014

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$81,300.00** (Eighty One Thousand Three Hundred and 00/100)

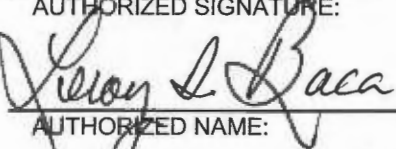
THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

ATTACHMENT 1 - PROJECT COST ESTIMATE

ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE*		STATE OF CALIFORNIA		
AUTHORIZED SIGNATURE: 		AUTHORIZED SIGNATURE:		
AUTHORIZED NAME: LEROY D. BACA		AUTHORIZED NAME: Sixto J. Fernandez		
TITLE: SHERIFF		TITLE: Grants Manager		
DATE: 9/13/13		DATE:		
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
CONTRACT NUMBER: C32-19-075		VENDOR NUMBER: 4000000014-15		FUND: Off-Highway Vehicle Trust Fund
INDEX: 1550	OBJECT CODE: 702	PCA: 62668	CONTRACT AMOUNT: 81,300.00	APPROPRIATION: Local Assistance
ITEM: 3790-101-0263		CHAPTER: 21/12	STATUTE: 2012	FISCAL YEAR: 2013/2014

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013

Agency: Los Angeles County Sheriff's Department

Application: Law Enforcement - Santa Clarita

APPLICANT NAME :	Los Angeles County Sheriff's Department		
PROJECT TITLE :	Law Enforcement - Santa Clarita	PROJECT NUMBER (Division use only) :	G12-03-10-L01
PROJECT TYPE :	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input type="checkbox"/> Ground Operations <input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input type="checkbox"/> Restoration		
PROJECT DESCRIPTION :	<p>This project is to provide for OHV related law enforcement activities within the jurisdiction of Los Angeles County Sheriff's Department. The activities may include, but are not limited to patrol, barrier installation, maps, search and rescue, and purchase of equipment directly related to such activities.</p> <p>The grantee is required to provide a minimum of 25 percent of the total project cost in matching funds.</p>		

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	Sergeant	272.470	95.320	HRS	18,975.00	6,997.00	25,972.00
	Law Enforcement Officers	835.800	84.264	HRS	50,325.00	20,103.00	70,428.00
Total for Staff					69,300.00	27,100.00	96,400.00
2	Contracts						
3	Materials / Supplies						
	Safety Equipment Notes : Funds granted under "Safety Equipment" will be used for offroad safety equipment for the 14 team members including, but not limited to, helmets, goggles, gloves, protective vests boots, and other uniform supplies.	5.000	800.000	EA	4,000.00	0.00	4,000.00
4	Equipment Use Expenses						
5	Equipment Purchases						
	Dual Purpose	1.000	8000.000	EA	8,000.00	0.00	8,000.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013

Agency: Los Angeles County Sheriff's Department

Application: Law Enforcement - Santa Clarita

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	Motorcycles						
6	Others						
Total Program Expenses					81,300.00	27,100.00	108,400.00
TOTAL DIRECT EXPENSES					81,300.00	27,100.00	108,400.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						
Total Indirect Costs					0.00	0.00	0.00
TOTAL INDIRECT EXPENSES					0.00	0.00	0.00
TOTAL EXPENDITURES					81,300.00	27,100.00	108,400.00
TOTAL PROJECT AWARD					81,300.00		

PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G12-03-10-L02 PROJECT TYPE: Law Enforcement

GRANTEE: Los Angeles County Sheriff's Department

PROJECT TITLE: Law Enforcement - Palmdale

PROJECT PERFORMANCE PERIOD: FROM 09/01/2013 THROUGH 08/31/2014

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$48,479.00** (Forty Eight Thousand Four Hundred Seventy Nine and 00/100)

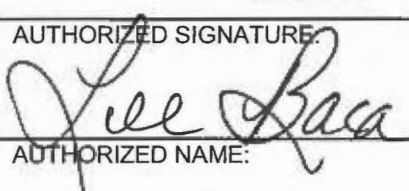
THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

ATTACHMENT 1 - PROJECT COST ESTIMATE

ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE		STATE OF CALIFORNIA	
AUTHORIZED SIGNATURE: 		AUTHORIZED SIGNATURE:	
AUTHORIZED NAME:		AUTHORIZED NAME: Sixto J. Fernandez	
TITLE: Sheriff		TITLE: Grants Manager	
DATE: 9/13/13		DATE:	
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)			
CONTRACT NUMBER: C32-19-076		VENDOR NUMBER: 4000000014-15	
FUND: Off-Highway Vehicle Trust Fund			
INDEX: 1550	OBJECT CODE: 702	PCA: 62668	CONTRACT AMOUNT: 48,479.00
ITEM: 3790-101-0263	CHAPTER: 21/12	STATUTE: 2012	APPROPRIATION: Local Assistance
		FISCAL YEAR: 2013/2014	

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013

Agency: Los Angeles County Sheriff's Department

Application: Law Enforcement - Palmdale

APPLICANT NAME :	Los Angeles County Sheriff's Department		
PROJECT TITLE :	Law Enforcement - Palmdale	PROJECT NUMBER (Division use only) :	G12-03-10-L02
PROJECT TYPE :	<input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Education & Safety <input type="checkbox"/> Ground Operations <input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Planning <input type="checkbox"/> Restoration		
PROJECT DESCRIPTION :	<p>This project is to provide for OHV related law enforcement activities within the jurisdiction of Los Angeles County Sheriff's Department. The activities may include, but are not limited to patrol, barrier installation, maps, search and rescue, and purchase of equipment directly related to such activities.</p> <p>The grantee is required to provide a minimum of 25 percent of the total project cost in matching funds.</p>		

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
DIRECT EXPENSES							
Program Expenses							
1	Staff						
	Sergeant Notes : This line denotes 192 hours of Sergeant's overtime pay at \$95.32 per hour. This grant request will pay for approximately 151 hours of overtime and the remaining will be paid out of LA County in-lieu funds. The funds provide for a sergeant to deploy with 3 deputies during each deployment for supervision and direction. Deployments typically run as 8 hour shifts.	191.650	95.320	HRS	13,970.00	4,298.00	18,268.00
	Law Enforcement Officers Notes : This line denotes	511.550	84.264	HRS	34,509.00	8,596.00	43,105.00

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013

Agency: Los Angeles County Sheriff's Department

Application: Law Enforcement - Palmdale

	Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
	<p>512 hours of Deputy Sheriff (LEO) pay at \$84.26 per hour.</p> <p>This grant request will pay for approximately 399 Deputy hours for dedicated OHV enforcement operations. The remaining funds will be paid from LA County in-lieu funds.</p> <p>The funds provide for 3 deputies to deploy with a sergeant during each deployment. This allows for two teams of 2 personnel for OHV activities. Deployments typically run as 8 hour shifts.</p>						
	<p>Sheriff's Volunteers</p> <p>Notes : A match fund that equates to personnel costs of like duties by paid personnel.</p>	171.890	19.000	HRS	0.00	3,266.00	3,266.00
Total for Staff					48,479.00	16,160.00	64,639.00
2	Contracts						
3	Materials / Supplies						
4	Equipment Use Expenses						
5	Equipment Purchases						
6	Others						
Total Program Expenses					48,479.00	16,160.00	64,639.00
TOTAL DIRECT EXPENSES					48,479.00	16,160.00	64,639.00
INDIRECT EXPENSES							
Indirect Costs							
1	Indirect Costs						

ATTACHMENT 1

Project Cost Estimate for Grants and Cooperative Agreements Program - 2012/2013

Agency: Los Angeles County Sheriff's Department

Application: Law Enforcement - Palmdale

Line Item	Qty	Rate	UOM	Grant Req.	Match	Total
Total Indirect Costs				0.00	0.00	0.00
TOTAL INDIRECT EXPENSES				0.00	0.00	0.00
TOTAL EXPENDITURES				48,479.00	16,160.00	64,639.00

TOTAL PROJECT AWARD	48,479.00	
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ATTACHMENT 2

Project Agreement General Provisions (Local Agencies Only)

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project which is described on Attachment 1 of this agreement and in the Project Application, which is hereby incorporated into this agreement by reference.
4. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project agreement and the terms and conditions set forth in this agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee, shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State approved development plans, specifications and estimates or Force Account Schedule. The Grantee shall make property or facilities acquired and/or developed pursuant to this agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

ATTACHMENT 2

4. If the Project includes acquisition of real property, and the cost of which is to be reimbursed with Grant moneys under this agreement, shall as required thereby, comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this agreement.
5. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project.

C. Project Costs

The Grant moneys to be provided to the Grantee under this agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this agreement whichever is less:

1. If the Project includes acquisition of real property, the State shall disburse to Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this agreement.

State will disburse the amount of the State approved purchase price together with State approved costs of acquisition. The State may elect to make disbursement for deposit into escrow.

2. If the Project includes development, after approval by State of Grantee's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Grantee upon receipt and approval by State of a statement of incurred costs from Grantee, the amount of such approved incurred costs shown on such statement, not to exceed the State Grant amount set forth on page 1 of this agreement, or any remaining portion of such Grant amount to the extent of such statement. Grantee, upon a showing that the Project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State Grant amount allocated for development upon receipt and approval by State of Grantee plans, specifications and estimates or Force Account Schedule.

The statements to be submitted by Grantee shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred twenty (120) days after completion of Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this agreement available for inspection by the State upon request.

ATTACHMENT 2

3. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. The Grantee may be provided advanced payments for Grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

5. Equipment must be used solely for OHV related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes

E. Project Termination

1. The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of agreement, is the, operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

F. Hold Harmless

1. Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents and employees.
2. The Grantee shall protect indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise

ATTACHMENT 2

under Government code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of State, its officers, or employees.

3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain all financial accounts, documents, and records for three (3) years from the expiration date of the Project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.
2. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

H. Use of Facilities

1. The property acquired or developed with Grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State Grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall without cost to State, except as may be otherwise provided in this or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.
3. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project agreement.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this agreement as though set forth in full in this agreement.

ATTACHMENT 2

K. Severability

1. If a provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

L. Governing Law

1. This agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this agreement shall take place in the county wherein the Project funded by this agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.